

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 20, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
TRAFFIC SIGNAL DESIGN (96 <sup>TH</sup> & BRENTWOOD)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a professional services agreement with Olsson Associates to provide engineering services for the design of the 96<sup>th</sup> Street and Brentwood Drive Traffic Signal, in an amount not to exceed \$33,966.92.

**FISCAL IMPACT**

The FY18 Capital Improvement Program provides funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

Traffic signal warrants on 96<sup>th</sup> Street from Giles Road to Harrison Street were evaluated in a study conducted by Olsson Associates in 2015. The results of that study recommended a traffic signal at 96<sup>th</sup> Street and Brentwood Drive as the best initial location to serve access needs to 96<sup>th</sup> Street. It was also the location that was closest to meeting traffic signal warrants. Proceeding with the design work at this time will allow for construction of the traffic signal to take place in the spring of 2018.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN OF THE 96TH STREET AND BRENTWOOD DRIVE TRAFFIC SIGNAL, IN AN AMOUNT NOT TO EXCEED \$33,966.92

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined engineering services for the design of the 96<sup>th</sup> Street and Brentwood Drive Traffic Signal are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve a professional services agreement with Olsson Associates to provide engineering services for this project; and

WHEREAS, The FY18 Capital Improvement Program provides funding for this project; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any expenditure over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the execution of a professional services agreement with Olsson Associates to provide engineering services for the design of the 96<sup>th</sup> Street and Brentwood Drive traffic signal, in an amount not to exceed \$33,966.92

PASSED AND APPROVED THIS 20TH DAY OF JUNE, 2017.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

June 6, 2016

City of La Vista, NE  
Attn: John Kottmann  
9900 Portal Road.  
La Vista, NE 68128

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
96<sup>th</sup> & Brentwood Traffic Signal (the "Project")  
La Vista, NE

Dear Mr. Kottmann:

It is our understanding that City of La Vista, NE ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project. (As more specifically described in "Scope of Services" attached hereto.) Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

### SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: June 19, 2017  
Anticipated Completion Date: September 29, 2017

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Exhibit B (Consultants Estimate of Hours) attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$33,966.92.

## TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be John Kottmann.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

## OLSSON ASSOCIATES, INC.

By

  
Shane Hennessey, PE

By

  
Christopher M. Rolling, PE, PTOE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

## CITY OF LA VISTA, NE

By

Signature

Print Name

Title

Dated

## Attachments

General Provisions  
Scope of Services  
Consultant's Estimate of Hours

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## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 21, 2016 between La Vista Community Development Agency ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials,

encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and

programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that

the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall

grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1**

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the City or a duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

### **6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it

accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Construction Cost Estimate**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples.

After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

## 7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

## 7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

## 7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

## 7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

## 7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

## 7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

## 7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

## 7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

## 7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

## **7.15 Entire Agreement**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

**EXHIBIT A**  
**SCOPE OF SERVICES**

This exhibit is hereby attached to and made a part of the Agreement for Professional Services dated June 9, 2017 between the City of La Vista ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

**SCOPE OF SERVICES**

Olsson shall provide the following services to Client (Scope of Services) for the Project:

**Task 100 – Project Management**

- Project Management - This task includes time for overall management and coordination of the project team, coordination with Client staff, coordination with key stakeholders.
- Project scheduling assistance.
- Project Meetings - Olsson will schedule and attend four (4) meetings. It is anticipated a portion of these meetings will occur at the following milestones:
  - Project Kick-off
  - Concept Design Submittal
  - Final Design Submittal
  - Pre-Bid
- Utility Coordination - Olsson will schedule and attend one (1) utility coordination meeting. It is anticipated this meeting will take place between preliminary and final plan submittals in order to discuss possible impacts and relocations with surrounding utility facilities.

**Task 200 – Survey**

- Topographic features will be surveyed to create a surface represented by 1 foot contours. Improvements within the limits will be located, including: buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities.
- A boundary survey will be performed to locate Section Corners, property corners and any other corners necessary to establish land ownership and Right of Way.
- Utility-One-Call will be made for the site. Utilities that are marked will be located. Above ground visible utilities will be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt will be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities will be placed on the survey. Manholes will be inverted to get the pipe size and flow lines elevations. Any private utilities must be marked prior to field survey by a private locating company at the Clients expense. If not marked at time of field survey an additional fee will be required to pick them up.
- Data from the topographic survey will be downloaded and brought into CADD for use in the design efforts. This task assumes the pick-up survey will be added to the current data being used by Olsson.

**Task 300 – Conceptual Roadway Design**

In general, the extent of this task will include conceptual roadway design for intersection improvements at 96<sup>th</sup> & Brentwood. Turn lane modifications, signal pole locations, and conceptual landscaping plans will be shown. The conceptual design will be performed in accordance with City of Omaha 2014 Standard Specifications of Construction.

- **Conceptual Design** - Olsson will prepare a conceptual level design to facilitate discussions with stakeholders and agencies. The Concept Design will be presented in a plan set and opinion of probable cost as follows.
- **Plan Production** - Olsson will create the necessary plan sheets for inclusion into a conceptual plan sets. Conceptual plans will include the following sections:
  - **Horizontal and Vertical Alignment** - Olsson will establish the horizontal and vertical alignments for the various roadway segments on the project shown on plan and profile sheets.
  - **Typical Sections** - Olsson will prepare the typical sections for the standard roadway segments. In addition, typical sections for the turn lane construction will be prepared.
  - **Conceptual Roadway Geometrics** - Olsson will prepare the roadway features and provide geometric sheets that show the alignments and corner radii

information for the various roadway segments, intersections, and major driveway relocations on the project.

- **Conceptual Limits of Construction** - Olsson will identify and draft the conceptual limits of construction on the plan sheets. These limits will be used to determine any impacts outside of public right-of-way and be used in preliminary discussions with local agencies.
- **Summary of Quantities/Opinion of Probable Costs** - Olsson will compute quantities for the conceptual design and will submit an opinion of probable cost with the plans using City of Omaha standard bid items and unit prices.
- **QA/QC** - Olsson shall conduct internal quality reviews of the design and plan sets during the design of the project.

#### **Task 400 – Preliminary & Final Design**

In general, the extent of this task will include preliminary and final roadway design for a public road design developed in Task 300. The roadway and turn lane improvements will be designed to meet City of Omaha 2014 Standard Specifications of Construction.

- **Site Inspections** - Olsson will conduct site visits as required during the course of the project to verify site features with the proposed design work.
- **Data Collection and Review** - Olsson will assemble and review preliminary data available for the project including as-built information for existing streets, utilities, storm sewers and other features within the project area. This will also include review of existing environmental studies, traffic studies and other study information available that pertains to the proposed improvements that are provided by the client.
- **Plan-in-Hand** - Olsson will schedule and attend a plan-in-hand meeting with the key stakeholders to review the preliminary roadway design plans. Olsson will prepare and submit a memo following the meeting summarizing the findings and decisions made regarding the project design.
- **Plan Production & Note Reduction** - Olsson will create the necessary plan sheets for inclusion into the plan sets. It is assumed the Consultant will prepare plan sets for two submittals, including preliminary and final plans. Note reduction effort is for incorporation of additional field survey into the base files for use in developing the final design plans.
- **Control Points & General Notes** - Olsson will prepare horizontal control plans showing the control point tie-ins, benchmark information, and alignment design data for the various roadway segments. General Information plans will be prepared to reduce the amount of information shown on other plan sheets and may include topographic legends, standard notes, earthwork tabular notes, and standard details.
- **Preliminary & Final Design** – The following tasks will be performed in order to perform the design for the intersection improvements.
  - **Typical Sections** - Olsson will finalize the typical sections from the conceptual design task and include phasing sections as needed.
  - **Roadway Geometrics** - Olsson will prepare the roadway features and provide geometric sheets that show the alignments and corner radii information for the various roadway segments, intersections, and major driveway relocations on the project.
  - **Drainage Plans** - Olsson will design the drainage structures associated with the roadway improvements according to the recommendations provided in the drainage memo. Drainage profiles and cross sections will be prepared for the proposed drainage structures within the project area.
  - **Roadway Cross Sections** - Olsson will cut cross-sections at twenty-five (25) foot intervals and at such additional intervals as may be necessary to accurately depict the lay of the land, to analyze drainage requirements, and to compute earthwork quantities. Cross sections will also be provided at driveways.
  - **Joints & Grades** - Olsson will prepare joint layouts and grades plans for the project. The grades will be located every twenty-five (25) feet along centerline, and at critical spots through intersections.
  - **Construction and Removal Plans** - Olsson will prepare construction and removal plans for the project. Construction and Removal tabs will match standard City of Omaha pay items.
  - **Erosion Control** - Olsson will prepare plans showing location and type of erosion control to be used for the project. The design will meet the requirements set forth in the City of Omaha Erosion Control Manual. A SWPPP and permit applications will be prepared.
  - **Construction Phasing** - Olsson will prepare plans showing construction phasing, temporary construction, and completed construction for the build condition.

- **Traffic Control** - Olsson will prepare the required traffic plans, including traffic control, temporary pavement markings, and all required traffic control devices for the build condition.
- **Traffic Signal Design** - In general, Olsson will provide signal design services for wiring diagram preparation; pull boxes, traffic signal poles, cabinet/controller placement, conduit & other equipment (signal/pedestrian heads, signs, EVP, detection, mast arms, etc.) OPPD will be consulted for a power source to operate the signal. Design will be conducted in accordance with City of Omaha standards. Olsson will prepare a signal plan for this improvement.
- **Pavement Marking & Signing** - Olsson shall prepare plan sheets showing pavement marking and signage layouts. In addition, temporary signage and pavement markings will be shown, if applicable.
- **Landscape Plan**
  - Review landscape requirements and visit site to verify existing conditions.
  - Coordinate preferred landscaping materials and locations with the Client and their consultants.
  - Prepare landscape plan to the level necessary to secure a local building permit.
  - It is assumed that final plantings shall be coordinated by the Contractor/Owner with landscape installer based upon availability of product.
  - Construction Details: Shall include miscellaneous planting details required to construct the Project. It is assumed that the main portion of the signs for both entrances can be salvaged and re-used. Conceptual base details shall be provided for re-installation.
  - Planting Specifications: Shall include general installation notes and warrantee standards.
  - Irrigation Performance Specification: Shall include general requirements to re-work the existing systems. Shop drawing(s) to be submitted for review showing system layout.
  - It is assumed that any existing lighting will be salvaged and re-used.
- **Earthwork** - Olsson will calculate the roadway earthwork for the various roadway segments and prepare the appropriate plan sheet information.
- **Limits of Construction** - Olsson will identify and draft the final limits of construction on the plan sheets. These limits will be used to determine any right-of-way or easement needs.
- **Right-of-Way** - Olsson will provide right-of-way plat maps showing permanent acquisitions, temporary construction easements or permanent easements. Individual Tract maps with legal descriptions which will be prepared for use in acquisitions.
- **Summary of Quantities/Opinion of Probable Costs** - Olsson will compute quantities for each submittal and will submit an opinion of probable cost at the Preliminary and Final Plans submittals with the plans, using City of Omaha standard bid items and unit prices.
- **QA/QC** - Olsson shall conduct internal quality reviews of the design and plan sets during the design of the project.
- **CADD Submittal** - Olsson will submit electronic CADD files to the Client at the completion of the design of the project.
- **Construction Staking** - Olsson will provide electronic pdf copies of the Final Plans as well as CADD to the contractor for the use of construction staking. It is the responsibility of the contractor to verify the accuracy of all files provided to him prior to using them.

#### Task 500 – Bid Package Documents

- **Special Provisions** - Olsson will prepare necessary special provisions for inclusion into the final bid documents prepared by the Client. Include front end docs as provided by the City
- **Bid Tabs** - Olsson will help prepare bid tabs for inclusion into the final bid documents prepared by the Client.
- **Final Construction Plans** - Olsson will prepare two (2) full size plan sets for inclusion into the final bid documents prepared by the Client.
- **Digital Plans** - It is permissible for City to supply digital format copies of plans and specs to plan houses for bidding purposes. Any reuse of or modification of the work product by the City or any person or entity that acquires or obtains the work product from or through the City without the written authorization of Olsson will be at the City's sole risk and Olsson will be held harmless from any damages arising out of this reuse.

### **Task 600 – Public Involvement**

- **Open House/Public Meeting** - The Consultant shall prepare exhibits for an open house style public engagement meeting. It is anticipated that the public engagement meeting will coincide with the conceptual design completion. Aerial mosaics and other visual displays will be prepared showing the proposed project features and the preliminary limits of the construction. The City will arrange for meeting facilities for the public meeting and conduct the public meeting.

### **Task 700 – Construction Engineering (Optional Services)**

- **Construction Administration & Observation** – At the option of the Client, Olsson can provide construction administration and observation services. Final Fee to be added by addendum.
- **Construction Staking & Materials Testing** – At the option of the Client, Olsson can provide construction staking and materials testing services. Final Fee to be added by addendum.
- **SWPPP Inspections** – At the option of the Client, Olsson can provide SWPPP inspection services. Final Fees to be added by addendum.
- **Olsson Fee: TBD**

#### **Exclusions**

Excluded from this scope of services are the following:

- Storm Sewer Analysis
- Footing Design
- Utility Relocation Design
- Lighting Design.

#### **Schedule**

Upon receiving Notice to Proceed (assumed 6/19/17), the Consultant will begin work on the roadway design with estimated milestone dates below:

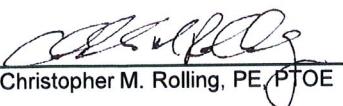
- Conceptual Design: 7/14/17
- Open House: 7/24/17
- Final Plan Submittal: 9/8/17
- Final Bid Documents: 9/29/17

#### **Compensation**

Task #	Task Description	Amount	Fee Type
100	Project Management	\$4,654.48	TMNTE
200	Topographic Survey	\$3,119.01	TMNTE
300	Conceptual Design	\$3,239.21	TMNTE
400	Prelim & Final Roadway Design	\$18,115.40	TMNTE
500	Bid Package Documents	\$3,734.75	TMNTE
600	Public Involvement	\$504.07	TMNTE
700	Construction Services (as requested)	--	TMNTE
	Expenses	\$ 600.00	
	<b>Total Contract</b>	<b>\$33,966.92</b>	<b>TMNTE</b>

**OLSSON ASSOCIATES, INC.**

By   
Shane Hennessey, PE

By   
Christopher M. Rolling, PE, PTOE

If you accept this Scope of Services, please sign:

**City of La Vista ("Client")**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

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## Exhibit B - Consultant's Estimate of Hours

Project Name: 90th & Brentwood Traffic Signal  
 Project Number:   
 Control Number:   
 Location (City, County): La Vista, NE  
 Firm Name: Olson Associates  
 Consultant Project Manager: Chris Ralling  
 Phone/Email: (402) 341-1116 / cralling@olsonassociates.com  
 LPA Responsible Charge: John Kottmann  
 Phone/Email: (402) 331-8927 / jkottmann@cityoflavista.org  
 Date: June 9, 2017

TASKS	PERSONNEL CLASSIFICATIONS**																	Total	
	PM	APM	SENV	ENV	SPE	PE	EI	SDES	DES	ADM	RLA	SE	RLS	SVT	SVC	GD	COM	WM/DD	
<b>Task 100. Project Management</b>																			39
a. Project Management	20																		20
b. Project Scheduling	4																		4
c. Project Meetings (4)	6							4											10
d. Utility Coordination	2							2											4
<b>Task 200. Topographic Survey</b>																			38
a. Topographic Survey												1	8						9
b. Boundary Survey												2	4						6
c. Utility Locations												2	1	1					4
d. Download, Reduce Notes & Develop Topo Map and Electronic data													4						4
<b>Task 300. Conceptual Roadway Design</b>								4	4										23
a. Conceptual Design								2	6	12									8
b. Plan Production								1	1										2
c. SOQ/OPC																			2
d. QA/QC	4																		4
<b>Task 400. Preliminary &amp; Final Roadway Design</b>																			34
a. Site Inspections								4	4										8
b. Data Collection and Review								2	4										6
c. Plan-It-Hand								4	6	6									16
d. Plan Production & Note Reduction								4	4										8
e. Control Points & General Notes								2	2										4
f. Prelim & Final Design Plans								10	10	30	40								90
g. Earthwork								2	2										4
h. Right-of-Way Design								8	8	4									20
i. Summary of Quantities/Opinion of Probable Costs								2	2										4
j. QA/QC	6							6	8										20
k. CADD Submittal								1	4										5
l. Construction Staking								1	4										5
<b>Task 600. Bid Package Documents/Bidding Process</b>								8	4										12
a. Special Provisions								2				2							4
b. Bid Tabs								4	8	8	2								22
c. Final Construction Plans																			34
<b>Task 800. Public Involvement</b>								2	2										6
a. Open House/Public Meeting																			6
<b>Task 700. Construction Services - TMO</b>																			0
<b>Total Hours</b>	42				61	34	91	72	4			5	5	13	2				319
<b>Total Days (8 hrs)</b>	5.3				7.6	4.3	11.4	9.0	0.5			0.6	0.6	1.6	0.3				39.88

**CLASSIFICATIONS\*:**

PM	= Project Manager	EI	= Engineer Intern	RLS	= Registered Land Surveyor
APM	= Assistant Project Manager	SDES	= Senior Designer/Technician	SVT	= Survey Technician
SENV	= Senior Environmental Scientist	DES	= Designer/Technician	SVC	= Survey Crew (2 Person)
ENV	= Environmental Scientist	ADM	= Administrative	GD	= Graphic Designer
SPE	= Senior Project Engineer	RLA	= Landscape Architect	COM	= Communications Coordinator
PE	= Project Engineer	SE	= Structural Engineer	WM/DD	= Webmaster / Database Developer

\*\* For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate the Estimate of Hours table, as well as the remaining sheets.

## Labor Rates

Project Name:	96th & Brentwood Traffic Signal
Project Number:	
Control Number:	
Location (City, County):	La Vista, NE
Firm Name:	Olsson Associates
Consultant Project Manager:	Chris Rolling
Phone/Email:	(402) 341-1116 / crolling@olssonassociates.com
LPA Responsible Charge:	John Kottmann
Phone/Email:	(402) 331-8927 / jkottmann@cityoflavista.org
Date:	June 9, 2017

Labor Costs:		Hours	2016 Pay Rates	Amount
Code	Classification Title			
PM	Project Manager	42	\$41.50	\$1,743.00
SENV	Senior Environmental Scientist		\$44.75	
ENV	Environmental Scientist		\$24.00	
SPE	Senior Project Engineer	61	\$41.50	\$2,531.50
PE	Project Engineer	34	\$40.25	\$1,368.50
EI	Engineer Intern	91	\$28.75	\$2,616.25
SDES	Senior Designer/Technician		\$26.50	
DES	Designer/Technician	72	\$19.00	\$1,368.00
ADM	Administrative	4	\$20.00	\$80.00
RLA	Landscape Architect		\$37.00	
SE	Structural Engineer		\$38.00	
RLS	Registered Land Surveyor	5	\$40.25	\$201.25
SVT	Surveyor	5	\$35.40	\$177.00
SVC	Survey Crew (2 Person)	13	\$48.25	\$627.25
GD	Graphic Designer	2	\$22.00	\$44.00
COM	Communications Coordinator		\$26.00	
WM/DD	Webmaster / Database Developer		\$33.00	
<b>TOTALS</b>		<b>328</b>		<b>\$10,766.75</b>

**CLASSIFICATIONS:**

PM	= Project Manager	EI	= Engineer Intern	RLS	= Registered Land Surveyor
APM	= Assistant Project Manager	SDES	= Senior Designer/Technician	SVT	= Survey Technician
SENV	= Senior Environmental Scientist	DES	= Designer/Technician	SVC	= Survey Crew (2 Person)
ENV	= Environmental Scientist	ADM	= Administrative	GD	= Graphic Designer
SPE	= Senior Project Engineer	RLA	= Landscape Architect	COM	= Communications Coordinator
PE	= Project Engineer	SE	= Structural Engineer	WM/DD	= Webmaster / Database Developer

Blended Rates Worksheet		CLASSIFICATION <sup>1</sup>	SALARY RATE	% ASSIGNED <sup>2</sup>
Project Manager	Chris Rolling	Project Engineer	\$36.78	100.0%
			Blended Rate:	<b>\$36.78</b>
Assistant Project Manager	Katie Underwood	Team Leader	\$43.21	100.0%
			Blended Rate:	<b>\$43.21</b>
Senior Environmental Scientist				
			Blended Rate:	
Environmental Scientist				
			Blended Rate:	
Senior Project Engineer	Tony Egelhoff	Project Engineer	\$48.08	100.0%
			Blended Rate:	<b>\$48.08</b>
Project Engineer	Katie Underwood	Team Leader	\$43.21	60.0%
	Chris Rolling	Project Engineer	\$35.58	40.0%
			Blended Rate:	<b>\$40.16</b>
Engineer Intern	Mike Golka	Assistant Engineer	\$27.41	10.0%
	Kellen Hiedmann	Assistant Engineer	\$28.05	80.0%
	Dan Bellizzi	Assistant Engineer	\$25.25	10.0%
			Blended Rate:	<b>\$27.70</b>
Senior Designer/Technician	Rob Phillips	Senior Technician	\$24.75	30.0%
	Mark Lambertus	Senior Technician	\$26.50	35.0%
	Eddie Fossler	Senior Technician	\$27.50	35.0%
			Blended Rate:	<b>\$26.33</b>
Designer/Technician	Tony Ried	Assistant Technician	\$18.05	10.0%
	Student	Student Intern	\$12.50	40.0%
	Michael Bickford	Associate Technician	\$24.00	50.0%
			Blended Rate:	<b>\$18.81</b>
Administrative	Ronnie Chambers	Team Coordinator	\$20.00	80.0%
	Rhonda Jelinek	Billings Coordinator	\$23.00	20.0%
			Blended Rate:	<b>\$20.60</b>
Landscape Architect	Kellen Petersen		\$44.72	50.0%
	Ed Schnackenberg		\$45.20	50.0%
			Blended Rate:	<b>\$44.96</b>
Structural Engineer				
			Blended Rate:	
Registered Land Surveyor				
			Blended Rate:	
Survey Technician	Terry Rothanzl	Team Leader	\$36.08	100.0%
			Blended Rate:	<b>\$36.08</b>
Survey Crew (2 Person)			\$45.50	100.0%
			Blended Rate:	<b>\$45.50</b>
Graphic Designer				
			Blended Rate:	
Communications Coordinator				
			Blended Rate:	

<sup>1</sup> Input actual employee classification as designated by firm.

<sup>2</sup> Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

## Labor Cost by Task

Project Name:	96th & Brentwood Traffic Signal
Project Number:	
Control Number:	
Location (City, County):	La Vista, NE
Firm Name:	Olsson Associates
Consultant Project Manager:	Chris Rolling
Phone/Email:	(402) 341-1116 / <a href="mailto:crolling@olssonassociates.com">crolling@olssonassociates.com</a>
LPA Responsible Charge:	John Kottmann
Phone/Email:	(402) 331-8927 / <a href="mailto:jkottmann@cityoflavista.org">jkottmann@cityoflavista.org</a>
Date:	June 9, 2017

## Labor Rates

Labor Costs:		Hours	2015 Pay Rates	Amount
Code	Classification Title			
PM	Project Manager	42	\$60.00	\$2,520.00
SENV	Senior Environmental Scientist		\$44.75	
ENV	Environmental Scientist		\$24.00	
SPE	Senior Project Engineer	61	\$41.50	\$2,531.50
PE	Project Engineer	34	\$40.25	\$1,368.50
EI	Engineer Intern	91	\$28.75	\$2,616.25
SDES	Senior Designer/Technician		\$26.50	
DES	Designer/Technician	72	\$19.00	\$1,368.00
ADM	Administrative	4	\$20.00	\$80.00
GPE	Geotechnical Engineer		\$37.55	
SE	Structural Engineer		\$36.00	
WPE	Water Resources Engineer	5	\$40.25	\$201.25
RLS	Registered Land Surveyor	5	\$35.40	\$177.00
SVC	Survey Crew (2 Person)	13	\$48.25	\$627.25
GD	Graphic Designer	2	\$22.00	\$44.00
COM	Communications Coordinator		\$26.00	
WM/DD	Webmaster / Database Developer		\$33.00	
<b>TOTALS</b>		<b>329</b>		<b>\$11,533.75</b>

#### CLASSIFICATIONS\*

<b>CLASSIFICATIONS :</b>					
PM	= Project Manager	EI	= Engineer Intern	WPE	= Water Resources Engineer
APM	= Assistant Project Manager	SDES	= Senior Designer/Technician	RLS	= Registered Land Surveyor
SENV	= Senior Environmental Scientist	DES	= Designer/Technician	SVC	= Survey Crew (2 Person)
ENV	= Environmental Scientist	ADM	= Administrative	GD	= Graphic Designer
SPE	= Senior Project Engineer	GPE	= Geotechnical Engineer	COM	= Communications Coordinator
PE	= Project Engineer	SE	= Structural Engineer	WM/DD	= Webmaster / Database Developer

## Direct Expenses

Project Name: 96th & Brentwood Traffic Signal  
Project Number: \_\_\_\_\_  
Control Number: \_\_\_\_\_  
Location (City, County): La Vista, NE  
Firm Name: Olsson Associates  
Consultant Project Manager: Chris Rolling  
Phone/Email: (402) 341-1116 / [crolling@olssonassociates.com](mailto:crolling@olssonassociates.com)  
LPA Responsible Charge: John Kottmann  
Phone/Email: (402) 331-8927 / [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org)  
Date: June 9, 2017

Subconsultants	Quantity	Unit Cost	Amount
			<b>Subtotal</b>
<b>Printing and Reproduction:</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Amount</b>
50 sheets - 11"x17" half size plan sheets plotted 20 times @ \$0.50/sheet	200	\$0.50	\$100.00
300 black & white copies (8.5"x11") @ \$0.25/sheet	300	\$0.25	\$75.00
color copies (8.5"x11") @ \$0.50/sheet	100	\$0.50	\$50.00
color copies (11"x17") @ \$1.00/sheet	50	\$1.00	\$50.00
Display Boards (24"x36") @ \$15.00/board	2	\$15.00	\$30.00
color copies (11"x17") @ \$1.00/sheet	50	\$1.00	\$50.00
			<b>Subtotal</b>
			<b>\$355.00</b>
<b>Mileage/Travel:</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Amount</b>
Personal Vehicle Mileage			
4 trips to Project Site (20 mi/trip)	80	\$0.55	\$43.60
Survey Vehicle Mileage			
2 trips to Project Site (20 mi/trip)	40	\$0.75	\$30.00
			<b>Subtotal</b>
			<b>\$73.60</b>
<b>Other Miscellaneous Costs:</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Amount</b>
Miscellaneous Postage, Mailing, Deliveries Etc.	1		\$171.40
			<b>Subtotal</b>
			<b>\$171.40</b>
<b>TOTAL DIRECT EXPENSES</b>			<b>\$600.00</b>

# Project Cost

Project Name: 96th & Brentwood Traffic Signal  
 Project Number: \_\_\_\_\_  
 Control Number: \_\_\_\_\_  
 Location (City, County): La Vista, NE  
 Firm Name: Olsson Associates  
 Consultant Project Manager: Chris Rolling  
 Phone/Email: (402) 341-1116 / crolling@olssonassociates.com  
 LPA Responsible Charge: John Kottmann  
 Phone/Email: (402) 331-8927 / jkottmann@cityoflavista.org  
 Date: June 9, 2017

Direct Labor Costs:	Hours	Rate	Amount
<b>Personnel Classification</b>			
Project Manager	42	\$41.50	\$1,743.00
Senior Environmental Scientist		\$44.75	
Environmental Scientist		\$24.00	
Senior Project Engineer	61	\$41.50	\$2,531.50
Project Engineer	34	\$40.25	\$1,368.50
Engineer Intern	91	\$28.75	\$2,616.25
Senior Designer/Technician		\$26.50	
Designer/Technician	72	\$19.00	\$1,368.00
Administrative	4	\$20.00	\$80.00
Landscape Architect		\$37.55	
Structural Engineer		\$36.00	
Registered Land Surveyor	5	\$40.25	\$201.25
Survey Technician	5	\$35.40	\$177.00
Survey Crew (2 Person)	13	\$48.25	\$627.25
Graphic Designer	2	\$22.00	\$44.00
Communications Coordinator		\$26.00	
Webmaster / Database Developer		\$33.00	
<b>TOTALS</b>	<b>329</b>		<b>\$10,756.75</b>

Direct Expenses:	Amount
Subconsultants	\$355.00
Printing and Reproduction:	\$73.60
Mileage/Travel:	\$171.40
Other Miscellaneous Costs:	
<b>TOTALS</b>	<b>\$600.00</b>

Total Project Costs:	Amount
Direct Labor Costs	\$10,756.75
Overhead @ 176.960%	\$19,035.14
Total Labor Costs	\$29,791.89
Fixed Fee @ 12.00%	\$3,575.03
Direct Expenses	\$600.00
<b>PROJECT COST</b>	<b>\$33,966.92</b>